EVIDENCE—STATUTES—ENROLLED BILL AS EVIDENCE.—Under a tax statute which read: "Including one-fourth of one mill for common school purposes to be levied, collected and distributed as other school money" (Oklahoma Laws 1909, ch. 38), the state authorities of Oklahoma proceeded to collect such designated tax against the property of the plaintiff company, which sought to restrain the collection, contending that the above mentioned provision had never received the sanction of the members of the legislature as disclosed by the journals of the Houses. *Held,* that the bill as enrolled must be deemed conclusive evidence of the action of the legislature. *Atchison, T. & S. F. Ry. Co.* v. *State* (1911), — Okla. —, 113 Pac. 921.

The Oklahoma courts have held to the common law rule in declaring that no inquiry may be made into the legislative journals but that a bill filed in the enrolled statutes as recorded in the office of the Secretary of State must be conclusive evidence of legislative action. (*Rex.* v. *Arundel,* Hob. 110, 80 Eng. Rep. 258). In *Field* v. *Clark,* 143 U. S. 649, 12 Sup. Ct. 495, 36 L. ed. 294, the Supreme Court considered the common law rule most reasonable. Justice HARLAN speaking for the court said: "The respect due to coequal and independent departments requires the judicial department to act upon that assurance." It is the reasoning of the court that the judiciary have not power to inquire into the action of the legislature. They must accept the laws as they find them in the enrolled statute books. New Jersey has declared the common law rule most reasonable from the viewpoint of public policy. In *State* v. *Young,* 32 N. J. L. (3 Vroom.) 29, it was held that it would expose state legislation to the hazards of error and fraud if every legislative act were at the mercy of all persons having access to the journals. See also *State* v. *Swift,* 10 Nev. 176, 21 Am. Rep. 721; *Ex parte Wren,* 63 Miss. 512, 56 Am. Rep. 825; *Sherman* v. *Story,* 30 Cal. 253, 89 Am. Dec. 93; *People* v. *Devlin,* 33 N. Y. 269, 88 Am. Dec. 377. However many of the state courts have not followed these cases. See *Koehler* v. *Hill,* 60 Iowa 543, 14 N. W. 738; *People* v. *McElroy,* 72 Mich. 446; note to *Field* v. *Clark,* 143 U. S. 649.

HOMESTEAD—DOES JOINDER OF WIFE TO RELEASE DOWER BAR HER HOMESTEAD RIGHT?—Defendants, husband and wife, mortgaged their homestead to plaintiff. The wife was named in the granting clause. Later in the instrument came this clause: "I, Harriet M. Woodbury, do hereby relinquish my right of dower in the before mentioned premises." There was no clause releasing homestead right. Plaintiff brought foreclosure proceedings and defendants moved to have the foreclosure made subject to the wife's homestead right. *Held,* the homestead right had been relinquished in spite of the lack of express release. *Perley* v. *Woodbury* (1911), — N. H. —, 78 Atl. 1073.

In some states the wife's homestead right is not barred unless expressly mentioned in the deed. *Redfern* v. *Redfern,* 38 Ill. 509. But even where this is unnecessary the usual rule seems to be that an express release of either dower or homestead amounts to a reservation of the other. The maxim *"expressio unius est exclusio alterius"* is applied. *Long* v. *Mostyn,* 65 Ala. 543; *Burrows* v. *Pickens,* 129 Ala. 648, 29 South. 694; *Tirrel* v. *Ken-*